

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**UNITED STATES POSTAL SERVICE**

**and**

**AMERICAN POSTAL WORKERS UNION,  
LOCAL 1414**

**Cases 15-CA-098739  
15-CA-098744  
15-CA-100240  
15-CA-106030**

**DECISION AND ORDER**

**Statement of the Case**

On August 22, 2013, the United States Postal Service (the Respondent), the American Postal Workers Union, Local 1414 (the Local Union), and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

**Findings of Fact**

**1. The Respondent's business**

The Respondent provides postal services for the United States and operates various facilities throughout the United States in performing that function, including a facility located at 1336 Sherman Avenue, Panama City, Florida.

The Board has jurisdiction over the Respondent and this matter by virtue of Section 1209 of the Postal Reorganization Act, 39 U.S.C. § 101 et seq.

2. The labor organization involved

The American Postal Workers Union, AFL-CIO (the National Union) and the Local Union are labor organizations within the meaning of Section 2(5) of the Act.

3. The appropriate unit

The following employees of the Respondent (the unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All employees in the bargaining unit for which the American Postal Workers Union, AFL-CIO, has been recognized and certified at the national level, excluding managerial and supervisory personnel, professional employees, employees engaged in personnel work in other than a purely non-confidential clerical capacity, security guards as defined in Public Law 91-375, 1201(2), all Postal Inspection Service Employees, and employees in the supplemental work force as defined in Article 7, Rural Letter Carriers, Mail handlers, and Letter carriers.

Since about 1971, and at all material times, the Respondent has recognized the National Union as the exclusive collective-bargaining representative of the unit. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective by its terms from November 21, 2010, through May 20, 2015.

At all material times since about 1971, based on Section 9(a) of the Act, the National Union has been the exclusive collective-bargaining representative of the unit.

Since about 1971, and at all material times, the Local Union has been recognized by the Respondent as the National Union's agent for administering the collective-bargaining agreement at the Respondent's facility in Panama City, Florida.

**ORDER**

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that:

The Respondent, United States Postal Service, 1336 Sherman Avenue, Panama City, Florida, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to bargain in good faith with the exclusive representative of its APWU-represented employees in a unit appropriate for collective bargaining by failing and refusing to furnish the Local Union, in a timely manner, information requested by the Local Union which is relevant to and necessary for the Local Union's representation of employees as the local agent of the National Union.

(b) Failing and refusing to bargain in good faith with the exclusive representative of its APWU-represented employees in a unit appropriate for collective bargaining by failing to provide the Local Union with information requested by the Local Union which is relevant to and necessary for the Local Union's representation of employees as the local agent of the National Union.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Conduct a prompt and diligent search for information requested by the Local Union that is relevant and necessary, and timely provide the Local Union as the agent of the National Union with relevant information it requests.

(b) Preserve and, within 14 days of request, make available to the Board or its agents for examination and copying, all records necessary to determine that there has been compliance with the terms of this Order.

(c) Within 14 days of service by the Region, post at all of its facilities in Panama City, Florida, copies of the attached notice marked "Appendix A." The final posted notice shall be on forms provided by Region 15, signed by the Respondent's authorized representative, and shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. The Respondent will take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at the closed facility at any time since January 1, 2013.

(d) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C., December 11, 2015.

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Mark Gaston Pearce, Chairman

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Kent Y. Hirozawa, Member

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Lauren McFerran, Member

(SEAL)

**NATIONAL LABOR RELATIONS BOARD**

## **APPENDIX A**

### **NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government**

#### **PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS**

#### **FEDERAL LAW GIVES YOU THE RIGHT TO:**

Form, join, or assist a union;  
Choose representatives to bargain with us on your behalf;  
Act together with other employees for your benefit and protection;  
Choose not to engage in any of these protected activities.

**WE WILL NOT** upon request, refuse to bargain in good faith with the American Postal Workers Union, Local 1414 (Local Union) as the exclusive collective-bargaining representative of our employees in the following appropriate unit:

All employees in the bargaining unit for which the American Postal Workers Union, AFL-CIO, has been recognized and certified at the national level, excluding managerial and supervisory personnel, professional employees, employees engaged in personnel work in other than a purely non-confidential clerical capacity, security guards as defined in Public Law 91-375, 1201(2), all Postal Inspection Service Employees, and employees in the supplemental work force as defined in Article 7, Rural Letter Carriers, Mail handlers, and Letter carriers.

**WE WILL NOT** fail and refuse to provide the Local Union with requested information that is relevant and necessary.

**WE WILL NOT** delay diligently searching for information requested by the Local Union that is relevant and necessary.

**WE WILL NOT** delay in providing the Local Union with requested information in our possession.

**WE WILL NOT** insist that the Local Union clarify an information request when the request is clear on its face.

**WE WILL NOT** in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

**WE WILL**, upon request, bargain in good faith with the American Postal Workers Union or its Local Union as agent for administering the collective-bargaining agreement at the Panama City, Florida, facilities.

**WE WILL** furnish in a timely manner relevant and necessary requested information.

**WE WILL**, in a timely manner, diligently search for information requested by the Local Union that is relevant and necessary for it to perform its duties as the National Union's agent.

### **UNITED STATES POSTAL SERVICE**

The Board's decision can be found at [www.nlrb.gov/case/15-CA-098739](http://www.nlrb.gov/case/15-CA-098739) or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.